

New Castle, DE 19720 www.dataservice.org

Phone: Fax:

(302) 504-7200 (302) 504-7201

Helpdesk: (302) 504-7222

August 15, 2012

Donald C. McCain, Inc. Liz McCain 132 Black Diamond Road Smyrna, DE 19977

FILE COPY

Ladies and/or Gentlemen:

Re:

BID#

29-13-07

School District

Appoquinimink School District

BID Title

Activity Transportation Services

This is to inform you that the Appoquinimink School District has determined your bid to be the lowest qualified for the

Project / Items:

Redding Middle, Alfred G. Waters Middle, Middletown High,

Twilight Program & Appoquinimink High

Amount of Award:

Unit Costs

As required in the specifications the following documents must be submitted or returned to the Data Service Center by: August 30, 2012

Required

Two copies of each District's contract for your signature.

N/A

Three copies of the AIA contract, mailed to you by ... for your signature.

N/A

Performance / Material Payment Bond in the amount of 100%

Required

Certificate of Insurance (Waived if delivery is made via common carrier)

Failure to supply the required documents in a timely manner shall be cause for forfeiture of your bid deposit, if applicable, and the bid to be awarded to the next lowest responsible bidder. The bid deposit, if required, will be returned upon the receipt of the above referenced documents. A fully executed copy of the contract document will be returned to you by the District(s).

Upon the submission of all required documents, the District(s) will issue a purchase order that will be processed through the State of Delaware Accounting Office. You should not proceed with any work until you have received the purchase order unless a mutual understanding has been expedited by the District(s).

Thank you for your participation in the bid process. Please call me should you have any questions.

Sincerely,

Lieur L. Ryanl User Support Analyst Central Bidding Department

CC: Gregg Tulowitzky, Transportation Supervisor

FORMAL CONTRACT

This contract is between: Appoquinimink School District

And:

Donald C. McCain, Inc.

The parties agree as follows:

- 1. The General Instructions To Bidders, Specifications for BID #29-13-07 Addenda, and the bid proposal responsive to the Specifications are incorporated in this Contract by reference. Such documents, which are hereafter collectively referred to as "the Contract", are understood and will be followed by the Vendor.
- 2. No work under the Contract is to be initiated until the Vendor receives a purchase order.
- 3. This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.
- 4. This Contract is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Contract.
- 5. There shall be no modification of this Contract except in writing executed with the same formalities as this Contract.

(School District Signature / Business Director-CFO)		(Date)

BY: (Contractor's Sign	ature)	(Date)
BY: (Printed Name)		
ADDRESS:		
		x



168 S. Dupont Highway New Castle, DE 19720 www.dataservice.org Phone: (302) 504-7200 Fax: (302) 504-7201 Helpdesk: (302) 504-7222

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August 15, 2012

J & C Watson Bus Company Joann Watson P.O. Box 20 Townsend, DE 19734

Ladies and/or Gentlemen:

Re: BID # 29-13-07

School District
BID Title

Approquinimink School District
Activity Transportation Services

This is to inform you that the Appoquinimink School District has determined your bid to be the lowest qualified for the following:

Project / Items: Meredith Middle School

Amount of Award: \$70.00 per bus, per day

As required in the specifications the following documents must be submitted or returned to the *Data Service Center* by:

August 30, 2012

Required Two copies of each District's contract for your signature.

N/A Three copies of the AIA contract, mailed to you by ... for your signature.

N/A Performance / Material Payment Bond in the amount of 100%

Required Certificate of Insurance (Waived if delivery is made via common carrier)

Failure to supply the required documents in a timely manner shall be cause for forfeiture of your bid deposit, if applicable, and the bid to be awarded to the next lowest responsible bidder. The bid deposit, if required, will be returned upon the receipt of the above referenced documents. A fully executed copy of the contract document will be returned to you by the District(s).

Upon the submission of all required documents, the District(s) will issue a purchase order that will be processed through the State of Delaware Accounting Office. You should not proceed with any work until you have received the purchase order unless a mutual understanding has been expedited by the District(s).

Thank you for your participation in the bid process. Please call me should you have any questions.

Sincerely,

Emily L. Ryan
User Support Analyst
Central Bidding Department

CC: Gregg Tulowitzky, Transportation Supervisor

FORMAL CONTRACT

This contract is between: Appoquinimink School District
And: J & C Watson Bus Company

The parties agree as follows:

- 1. The General Instructions To Bidders, Specifications for <u>BID #29-13-07</u> Addenda, and the bid proposal responsive to the Specifications are incorporated in this Contract by reference. Such documents, which are hereafter collectively referred to as "the Contract", are understood and will be followed by the Vendor.
- 2. No work under the Contract is to be initiated until the Vendor receives a purchase order.
- 3. This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.
- 4. This Contract is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Contract.
- 5. There shall be no modification of this Contract except in writing executed with the same formalities as this Contract.

(Date)
(Date)
Y